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The question involved in this case appears to have come before the courts for adjudication in but a few instances. The answer seems rather to have been taken for granted in most cases, the general rule usually being stated to be that an acknowledgment taken before an officer who is a party to the instrument is invalid. The overwhelming weight of authority is undoubtedly to the effect that where the officer taking the acknowledgment is an officer and stockholder, or merely a stockholder, in a corporation which is the grantee or mortgagee, the acknowledgment is void. *Jenkins v. Jonas Schwab Co.*, 138 Ala. 664, 35 South. 649; *Ogden Building & Loan Assn. v. Mensch*, 196 Ill. 554, 63 N. E. 1049, 89 Am. St. Rep. 330; *Kothe v. Krag-Reynolds Co.*, 20 Ind. App. 293, 50 N. E. 594; *Smith v. Clark*, 100 Ia. 605, 69 N. W. 1011; *Wilson v. Griess*, 64 Neb. 792, 90 N. W. 866; *First Nat. Bank v. Citizens' State Bank*, 11 Wyo. 32, 70 Pac. 726, 100 Am. St. Rep. 925. But on the question as to its validity where the officer taking it is a grantor, or the officer and stockholder of a corporation grantor or mortgagor, there is little authority. HALL, J., in the opinion in the principal case, states that after a careful search he has been unable to find a single case in which it has been held that an acknowledgment by grantors taken before a grantor is void. There are, however, at least three cases in which it has been so held. They are: *Davis v. Beazley*, 75 Va. 491; *Leftwich v. City of Richmond*, 100 Va. 164, 40 S. E. 651; *Webb v. Ritter*, 60 W. Va. 193, 54 S. E. 484. In each of these cases the acknowledgment was of a deed executed by a clerk of court, and acknowledged before him, either in person or by his deputy. In *Davis v. Beazley*, supra, it was said that "the law contemplates no such anomaly as that of a party to a deed taking his own acknowledgment before himself in his official character." The court does not go much beyond this in stating reasons for its decision. If the officer's interest in the transaction is the controlling element, it would seem, on principle, that the same reasons exist for applying the rule of disqualification where the corporation in which the officer holds stock is grantor in the instrument, as where it is grantee, though perhaps in a lesser degree. The decision in the principal case is based upon the ground that, since the officer takes no beneficial interest by the conveyance, he is not disqualified to take the acknowledgment. *Mundee v. Freeman*, 23 Fla. 529, is opposed to the three cases last cited, and to that extent is in accord with the principal case.

DEEDS—BUILDING RESTRICTION—"FRONT PROPERTY LINE" OF CORNER LOT.—Property was platted into lots, which were sold and conveyed subject to restrictive covenants providing that no building should be erected within twenty feet of "the front property line of any street." Held, that in the case of a corner lot, the line on each of the two street sides is a "front property line" within the meaning of the covenant. *Waters v. Collins* (1908), — N. J. Eq. —, 70 Atl. 984.

The decision is, in effect, that the phrase "front property line" means the front line with respect to the street, and not with respect to the lot; or, as was said by the court in the case of *City of Des Moines v. Dorr*, 31 Iowa 89,

cited in the principal case, that "every corner lot necessarily has two fronts, because its face is opposite to, and fronts upon, two different streets." In reaching this conclusion, the court takes into consideration the general scheme of arrangement of the lots and streets, as having for its object the insuring of an uninterrupted view of the ocean from the main thoroughfare on each of four avenues, on one of which the lot in question abutted.

DEEDS—RESTRICTIVE COVENANT—ELECTRIC LIGHT STATION A FACTORY.—In pursuance of a general scheme of improvement, property was conveyed subject to a restrictive covenant that the grantee, his heirs or assigns, would not "erect or permit, upon any part of the said lot, any hotel, drinking saloon, gambling house, slaughter house, manufactory, brewery, distillery, or building for the curing of fish, or for any other uses or purposes that shall depreciate the value of the neighboring property for dwelling houses." *Held*, that an electric light station is a manufactory within the meaning of the covenant. *Scrymser et al. v. Seabright Electric Light Co.* (1908). — N. J. Eq. —, 70 Atl. 977.

There seems to be no authority directly in point. The question whether the production of electricity for commercial uses is manufacture within the meaning of statutes of various kinds, has arisen in a number of cases, and has given rise to considerable discussion, but appears now to be well settled in the affirmative. Thus, electric light companies have been held to be manufacturing companies within the meaning of: a manufacturing and mining companies act (*Burke v. Mead*, 159 Ind. 252, 64 N. E. 880); an act exempting manufacturing companies from taxation (*People v. Wemple*, 129 N. Y. 543, 29 N. E. 808, 14 L. R. A. 708; *Frederick Electric Light, etc., Co. v. Frederick City*, 84 Md. 599, 36 Atl. 362, 36 L. R. A. 130); an act authorizing reorganization (*Com. v. Keystone Electric Light, etc., Co.*, 193 Pa. St. 245, 44 Atl. 326); an act authorizing consolidation (*Beggs v. Edison Electric Illumination Co.*, 96 Ala. 295, 11 South. 381, 38 Am. St. Rep. 94); a mechanics' lien law (*Bates Machine Co. v. Trenton & N. B. R. R. Co.*, 70 N. J. L. 684, 58 Atl. 935, 103 Am. St. Rep. 811). In *Beggs v. Edison Electric Illuminating Co.*, supra, the court said that an electric light company is a manufacturing corporation to all intents and purposes. In the principal case the court holds that the question is settled by the case of *Bates Machine Co. v. Trenton & N. B. R. R. Co.*, supra. On principle, however, it would seem that the question involved should be considered more particularly with reference to the intention of the grantor, and his reasons for requiring the covenant, rather than decided merely upon an arbitrary definition of the word "manufactory." "In construing such covenants (those restricting the use of real property) effect is to be given to the intention of the parties, as shown by the language of the instrument, considered in connection with the circumstances surrounding the transaction, and the object had in view by the parties; but all doubts must be resolved in favor of natural rights and a free use of property, and against restrictions." 11 Cyc. 1077, and cases there cited. In view of the character of modern electric light stations, which are not infrequently located in or near residence districts, it can